## **EXHIBIT B**

JPMORGAN CHASE BANK, N.A. **GLOBAL TRADE OPERATIONS** 10420 HIGHLAND MANOR DRIVE, FLOOR 04 TAMPA FI 33610-9128

DATE: 05 Apr 2022

IRREVOCABLE LETTER OF CREDIT NO.



## BENEFICIARY:

BOND SAFEGUARD INSURANCE COMPANY, AND/OR LEXON INSURANCE COMPANY. ENDURANCE AMERICAN INSURANCE COMPANY, ENDURANCE ASSURANCE CORPORATION 12890 LEBANON ROAD MOUNT JULIET, TN 37122 ATTENTION: BOND DEPARTMENT

WE HAVE ESTABLISHED THIS IRREVOCABLE LETTER OF CREDIT NO. 1862 ("LETTER OF CREDIT") IN YOUR FAVOR FOR THE ACCOUNT. OF AMYRIS, INC., 5885 HOLLIS STREET, SUITE 100, EMERYVILLE, CA 94608 FOR DRAWING UP TO THE AGGREGATE AMOUNT OF USD 400,000.00 (FOUR HUNDRED THOUSAND AND 00/100 UNITED STATES DOLLARS) EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE AT JPMORGAN CHASE BANK, N.A., 10420 HIGHLAND MANOR DR., 4TH FL, TAMPA, FL 33610, WITH OUR CLOSE OF BUSINESS ON APRIL 6, 2023. EXCEPT WHEN THE AMOUNT OF THIS IRREVOCABLE LETTER OF CREDIT IS INCREASED, THE CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR WRITTEN CONSENT.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US IN YOUR FAVOR, FOR ALL OR ANY PART OF THIS LETTER OF CREDIT, IF PRESENTED AT OUR OFFICE AT JPMORGAN CHASE BANK, N.A., 10420 HIGHLAND MANOR DRIVE, TAMPA, FL 33610, ATTENTION STANDBY LETTER OF CREDIT DEPT., ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED DATE.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

EXCEPT AS STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, REQUIREMENT, CONDITION OR QUALIFICATION. OUR OBLIGATION UNDER THIS LETTER OF CREDIT SHALL BE OUR INDIVIDUAL OBLIGATION, IN NO WAY CONTINGENT UPON REIMBURSEMENT OR OUR ABILITY TO PERFECT ANY LIEN OR SECURITY INTERESTS WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL SEND NOTICE TO YOU BY LETTER SENT CERTIFIED MAIL OR COURIER TO YOUR ADDRESS SET FORTH ABOVE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL

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Continuation of our Reference

1862

PERIOD.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. "THE MARKED: "1862."

ANY ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM. PAYMENT WILL BE MADE TO THE PARTICULAR NAMED BENEFICIARY THAT DREW THE APPLICABLE DRAFT HEREUNDER. ANY AMENDMENTS HERETO REQUIRE THE WRITTEN AGREEMENT OF ALL BENEFICIARIES.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLICATION NO. 600 (2007 REVISION) ("UCP 600"). TO THE EXTENT THAT APPLICABLE PROVISIONS OF UCP 600 ARE NOT IN CONFLICT, IN WHICH CASE THE PROVISIONS OF UCP 600 SHALL PREVAIL, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. NOTWITHSTANDING ARTICLE 36 OF UCP600, IF THIS LETTER OF CREDIT EXPIRES DURING AN INTERRUPTION OF OUR BUSINESS AS DESCRIBED IN SAID ARTICLE 36, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THE LETTER OF CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF OUR BUSINESS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE JPMORGAN CHASE BANK, N.A., 10420 HIGHLAND MANOR DR., 4TH FL, TAMPA, FL 33610, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE.

YOURS FAITHFULLY, JUNE JPMORGAN CHASE BANK, N.A.

AUTHORIZED SIGNATURE

AUTNORIZED SIGNATURE

JPMORGAN CHASE BANK, N.A. GLOBAL TRADE OPERATIONS 10420 HIGHLAND MANOR DRIVE, FLOOR 04 YAMPA FI 33610-9128

DATE: 23 Aug 2022

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IRREVOCABLE LETTER OF CREDIT NO.

4123

## BENEFICIARY:

United States

BOND SAFEGUARD INSURANCE COMPANY, LEXON INSURANCE COMPANY, ENDURANCE AMERICAN INSURANCE COMPANY, ENDURANCE ASSURANCE CORPORATION 12890 LEBANON ROAD MOUNT JULIET, TN 37122 ATTENTION: BOND DEPARTMENT

WE HAVE ESTABLISHED THIS IRREVOCABLE LETTER OF CREDIT NO. 4123 ("LETTER OF CREDIT") IN YOUR FAVOR AT THE REQUEST OF AMYRIS, INC., 5885 HOLLIS STREET, SUITE 100, EMERYVILLE, CA 94608 AND FOR THE ACCOUNT OF AMYRIS CLEAN BEAUTY, INC., 5885 HOLLIS STREET, SUITE 100, EMERYVILLE, CA 94608 FOR DRAWING UP TO THE AGGREGATE AMOUNT OF USD 400,000.00 (FOUR HUNDRED THOUSAND AND 00/100 UNITED STATES DOLLARS) EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE AT JPMORGAN CHASE BANK, N.A., 10420 HIGHLAND MANOR DR., 4TH FL, TAMPA, FL 33610, WITH OUR CLOSE OF BUSINESS ON SEPTEMBER 4, 2023. EXCEPT WHEN THE AMOUNT OF THIS IRREVOCABLE LETTER OF CREDIT IS INCREASED, THE CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR WRITTEN CONSENT.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US IN YOUR FAVOR, FOR ALL OR ANY PART OF THIS LETTER OF CREDIT, IF PRESENTED AT OUR OFFICE AT JPMORGAN CHASE BANK, N.A., GLOBAL TRADE OPERATIONS, 10420 HIGHLAND MANOR DR., 4TH FL, TAMPA, FL 33610, ATTN: STANDBY LETTER OF CREDIT DEPT., ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED DATE.

THE TERM "BENEFICIARY" INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

EXCEPT AS STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, REQUIREMENT, CONDITION OR QUALIFICATION, OUR OBLIGATION UNDER THIS LETTER OF CREDIT SHALL BE OUR INDIVIDUAL OBLIGATION, IN NO WAY CONTINGENT UPON REIMBURSEMENT OR OUR ABILITY TO PERFECT ANY LIEN OR SECURITY INTERESTS WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL SEND NOTICE TO YOU BY LETTER SENT CERTIFIED MAIL OR COURIER TO YOUR ADDRESS SET FORTH ABOVE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL

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Continuation of our Reference

4123

PERIOD.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. 14123."

ANY ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM. PAYMENT WILL BE MADE TO THE PARTICULAR NAMED BENEFICIARY THAT DREW THE APPLICABLE DRAFT HEREUNDER. ANY AMENDMENTS HERETO REQUIRE THE WRITTEN AGREEMENT OF ALL BENEFICIARIES.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLICATION NO. 600 (2007 REVISION) ("UCP 600"). TO THE EXTENT THAT APPLICABLE PROVISIONS OF UCP 600 ARE NOT IN CONFLICT, IN WHICH CASE THE PROVISIONS OF UCP 600 SHALL PREVAIL, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. NOTWITHSTANDING ARTICLE 36 OF UCP600, IF THIS LETTER OF CREDIT EXPIRES DURING AN INTERRUPTION OF OUR BUSINESS AS DESCRIBED IN SAID ARTICLE 36, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THE LETTER OF CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF OUR BUSINESS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE JPMORGAN CHASE BANK, N.A., 10420 HIGHLAND MANOR DR., 4TH FL, TAMPA, FL 33610, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969 AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

Yours Faithfully,

JPMorgan Chase Bank, N.A.

**AUTHORIZED SIGNATURE** 

AUTHORIZED SIGNATURE